

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors HILDA L. SOLIS First District

MARK RIDLEY-THOMAS Second District

SHEILA KUEHL

Third District

JANICE HAHN Fourth District

KATHRYN BARGER Fifth District

July 17, 2018

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

20 July 17, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

LEASE AMENDMENT NO. 3
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
501 SHATTO PLACE, LOS ANGELES
(SECOND DISTRICT)
(3 VOTES)

SUBJECT

Approval of proposed Lease Amendment No. 3 to extend the lease term for an additional 18 months, modify the County's early termination option, and have the Lessor perform certain tenant improvement work at 501 Shatto Place, Los Angeles, for the Department of Children and Family Services.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the project is exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
- 2. Authorize the Chief Executive Officer, or her designee, to sign the proposed Lease Amendment No. 3 with S.C.P.T. Real Property Holding Inc., a California corporation. The proposed Lease Amendment No. 3 would extend the lease term for an additional 18 months; modify the County's early cancellation option; and authorize S.C.P.T. Real Property Holding Inc., a California corporation, as Lessor, to perform certain tenant improvements to prepare the lease space for use by the Department of Children and Family Services at a cost not to exceed \$390,000, which costs will be paid by the County. The proposed costs are 69 percent federal and State funded and 31 percent net County cost.

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- 3. Authorize the Director of Children and Family Services, or his designee, to work with Internal Services Department for the acquisition and installation of telephone, data, and low-voltage systems at a cost not to exceed \$428,332. The low-voltage costs will be paid via lump-sum payment by the Department of Children and Family Services, or the low-voltage equipment and materials will be financed up to \$150,000 through the CEO Capital Funding Program over a five-year term, while the low voltage labor costs will be paid via lump-sum payment. The low-voltage amount is above and beyond base rental costs and tenant improvement reimbursements payable to the Lessor.
- 4. Authorize the Director of Children and Family Services, or his designee, to purchase furniture through the Internal Services Department procurement process at a cost not to exceed \$72,000. The furniture cost is above and beyond base rental costs and tenant improvement reimbursements payable to the Lessor.
- 5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation, approved as to form by County Counsel, necessary to effectuate the terms of the proposed Lease Amendment No. 3, and authorize the Chief Executive Officer, the Director of Children and Family Services, or their designees, to take other actions necessary and appropriate to implement and effectuate the terms of the proposed Lease Amendment No. 3. The proposed Lease Amendment No. 3 will be effective upon approval by the Board of Supervisors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Children of Family Services (DCFS) currently has existing space at 501 Shatto Place, Los Angeles. The lease originally had approximately 17,751 sq. ft. of space but was amended in March 2017, to add approximately 17,104 sq. ft. of expansion space. This expansion space was taken with the expectation that minimal tenant improvements would be needed. However, it turned out that the expansion space lacked sufficient electrical infrastructure to accommodate DCFS' furniture and telecommunication requirements. DCFS looked into ways to make the space work, however, it was ultimately determined that the most cost-effective method was to have the Lessor perform these improvements.

The expansion space was acquired to provide accommodations for 85 staff positions which would ease current overcrowding conditions existing at both DCFS headquarters (425 Shatto Place) and the subject facility (headquarters annex). The headquarters and headquarters annex locations combine to house DCFS' Executive/Administrative Services section, which is comprised of the Director, Chief Deputy, Senior Deputy, Budget and Finance, Human Resources, and other administrative management support staff. The proposed Lease Amendment No. 3 will allow DCFS to optimize the use of the expansion space.

<u>Implementation of Strategic Plan Goals</u>

The Countywide Strategic Plan Goal 1 of "Make Investments That Transform Lives" directs that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time. In this instance, the recommendations herein will support investment in suitable office space that allows DCFS to reduce overcrowding in existing facilities, improve collaboration and workflow efficiencies, while enhancing service delivery to the clients. The proposed Lease Amendment No. 3 is in conformance with the Asset Management Principles as outlined in Attachment A.

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FISCAL IMPACT/FINANCING

The proposed Lease Amendment No. 3 will authorize a one-time expenditure of an amount up to \$390,000 for certain tenant improvement work to be performed by the Lessor and reimbursed by DCFS. In addition, this action will also authorize the expenditure of an additional \$428,332 for low-voltage work and \$72,000 for additional furniture, resulting in a total authorization of \$890,332 for this Board action. The current rental rate for the premises will remain unchanged. Sufficient funding for the proposed Lease Amendment No. 3 costs is included in the Fiscal Year (FY) 2018-19 Rent Expense budget, and will be billed back to DCFS. DCFS has sufficient funding in their FY 2018-19 operating budget to cover all of the proposed Lease Amendment No. 3 costs for the same period. These costs are 69 percent federal and State funded and 31 percent net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Lease Amendment No. 3 includes the following provisions:

- Extending the term by 18 months for a new termination date of January 11, 2024.
- Change the County's right to terminate early from 90 days after the lease commencement date to 3.5 years after the lease commencement date of the extended lease term upon 90 days' notice.
- Authorize the payment of up to \$390,000 to Lessor for tenant improvement work on the expansion space.

The proposed Lease Amendment No. 3 will continue to provide an appropriate location for this DCFS program, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

ENVIRONMENTAL DOCUMENTATION

The Chief Executive Office has concluded that this project is exempt from California Environmental Quality Act Guidelines (CEQA) pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and Section 15301 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Lease Amendment No. 3 will continue to provide the necessary office space for the DCFS requirement. DCFS concurs with the proposed recommendation.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two certified copies of the Minute Order, and the adopted, stamped Board letter to the Chief Executive Office, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012, for further processing.

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Respectfully submitted,

SACHI A. HAMAI

Chief Executive Officer

SAH:DPH:DL JLC:KW:RL:rp

Enclosures

 c: Executive Office, Board of Supervisors County Counsel Auditor-Controller Children and Family Services Internal Services

DEPARTMENT OF CHILDREN AND FAMILY SERVICES 501 SHATTO PLACE, LOS ANGELESAsset Management Principles Compliance Form¹

1. <u>C</u>		<u>cupancy</u>	Yes	No	N/A
	Α	Does lease consolidate administrative functions? ²	Х		<u> </u>
	В	Does lease co-locate with other functions to better serve clients? ²		Х	
	C	Does this lease centralize business support functions? ²			х
	D	Does this lease meet the guideline of 200 sq. ft of space per person?	Х		
	Е	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² County has all spaces provided (76) for this multi-tenant building		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	Car	<u>pital</u>			
	Α	Is it a substantial net County cost (NCC) program? DCFS is 69% funded by State and federal funds and 31% funded by net County cost.		х	
	В	Is this a long term County program?	Х		
	С	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		Х	
	D	If no, are there any suitable County-owned facilities available?		Х	
_	Ε	If yes, why is lease being recommended over occupancy in County-owned space?			х
	F	Is Building Description Report attached as Attachment C?	Х		
	O)	Was build-to-suit or capital project considered? The County already occupies the facility and a capital project was not considered.		Х	
3.	<u>Por</u>	tfolio Management			
	Α	Did department utilize CEO Space Request Evaluation (SRE)?	Х		
	В	Was the space need justified?	Х		
	С	If a renewal lease, was co-location with other County departments considered?		X	
	D	Why was this program not co-located?			х
		1. X The program clientele requires a "stand alone" facility.			
		2 No suitable County occupied properties in project area.			
		3 No County-owned facilities available for the project.			
		4 Could not get City clearance or approval.			
		5 The Program is being co-located.			
	E	Is lease a full service lease?²	Х		
	F	Has growth projection been considered in space request?	Х		
	G	Has the Dept. of Public Works completed seismic review/approval?	х		
				<u> </u>	

FISCAL IMPACT / FINANCING OVERVIEW OF LEASE CHANGES

501 Shatto Place, Los Angeles	Existing Lease	Proposed Lease Amendment No. 3	Change
Area (square feet)	34,855	34,855	None
Term	Five years (07/12/2017- 07/11/2022)	+18 months (terminate on 01/11/2024)	+18 months
Annual Base Rent	\$752,868 (\$21.60/sq.ft.)	No Change	None
Tenant Improvement Reimbursement ⁽¹⁾	None	\$390,000 (\$22.80 /sq.ft.).	\$390,000 (\$22.80 /sq.ft.)
Cancellation	County any time upon 90 days' notice	County any time after 3.5 years from the commencement of the extended lease term upon 90 days' notice	County's right to cancel not effective until 3.5 years after commencement of the extended term upon 90 days' notice
Parking (included)	76 spaces	No Change	None
Option to Renew	None	None	None
Base Rent Adjustment	Annual Consumer Price Index (CPI) increases capped at 2.5 percent	No Change	None

Summary	Base Rent	Tenant Improvements Payments	Furniture Costs	Total Due Under Lease	Low Voltage Costs	Total amount for space
First Year Rental Costs:	\$752,868	\$390,000 ⁽¹⁾	\$72,000	\$1,142,868	\$428,332	\$1,643,200
6.5-Year Rental Costs:	\$5,245,671 ⁽²⁾	\$390,000 ⁽¹⁾	\$72,000	\$5,635,671	\$428,332	\$6,136,003

TI Reimbursement shall be paid within 30 days after receipt of invoice from Lessor. Includes projection of CPI annual increases at maximum of 2.5 percent per annum.

ATTACHMENT C

DEPARTMENT OF CHILDREN AND FAMILY SERVICES SPACE SEARCH – 3 MILE RADIUS FROM 501 SHATTO PLACE, LOS ANGELES

LACO	Name	Address	Ownership	Building Type	Gross Sq Ft	Net Sq Ft	Available Sq Ft
A405	BOS/Arts Commission - Wilshire - Bixel Building	1055 Wilshire Blvd Ste. 800 Los Angeles 90017	Leased	Multiple Use Building - Office	9,906	9,410	None
A674	DMH - Hollywood Wellness Center	5000 W Sunset Blvd Los Angeles 90027	Leased	Multiple Use Building - Office	6,921	6,642	None
A683	Service Integration Pilot Project	1910 Magnolia Ave Los Angeles 90007	Leased	Multiple Use Building - Office	1,035	984	None
A216	DPSS - Appeals & State Hearings	811 Wilshire Blvd Suite 1118 Los Angeles 90017	Leased	Multiple Use Building - Office	5,665	5,439	None
0237	DCFS - Foster Care Medical Hub Program	4650 Sunset Blvd Los Angeles 90027	Gratis Use	Multiple Use Building - Office	78	78	None
0238	Foster Care Clinic Med Hub Program	3250 Wilshire Blvd 3rd Fl Los Angeles 90010	Gratis Use	Multiple Use Building - Office	231	231	None
A118	Citizens Commission On Jail Violence	355 S Grand Ave Los Angeles 90071	Gratis Use	Multiple Use Building - Office	60,984	60,984	None
D015	DPSS - Catholic Charities Computer Center	1530 James M Wood Blvd Los Angeles 90017	Permit	Multiple Use Building - Office	200	200	None
B500	DHS - Workforce Development Program	500 S Virgil Ave Los Angeles 90020	Permit	Multiple Use Building - Office	8,000	7,200	None
A578	Auditor - Shared Services Initiative	3470 Wilshire Blvd Los Angeles 90010	Leased	Multiple Use Building - Office	21,500	20,425	None
A627	County Admin Offices - LA World Trade Center	350 S Figueroa St. Los Angeles 90071	Leased	Multiple Use Building - Office	68,314	65,511	None
Y193	Parks & Recreation - Headquarters Building	433 S Vermont Ave Los Angeles 90020	Owned	Multiple Use Building - Office	31,862	21,777	None
5456	Health Services Administration Building	313 N Figueroa St. Los Angeles 90012	Owned	Multiple Use Building - Office	221,359	130,143	None
10108	Parks and Recreation Planning and Development	510 S Vermont Ave Los Angeles 90020	Owned	Multiple Use Building - Office	30,788		None
10112	Regional Parks and Open Space District	510 S Vermont Ave Los Angeles 90020	Owned	Multiple Use Building - Office			None
X317	DCSS - Le Sage Complex 4 Story Building	3175 W 6th St. Los Angeles 90020	Owned	Multiple Use Building - Office	52,230	40,146	None
A369	DCFS - Headquarters Annex	501 Shatto Pl Los Angeles 90020	Leased	Multiple Use Building - Office	17,751	15,976	None
A413	Human Resources - Wilshire Square Two Building	3333 Wilshire Blvd Los Angeles 90010	Leased	Multiple Use Building - Office	85,991	72,804	None
A425	DCFS - Headquarters Building	425 Shatto Pl Los Angeles 90020	Leased	Multiple Use Building - Office	81,912	77,816	None
X550	Mental Health - Le Sage Complex Tower	550 S Vermont Ave Los Angeles 90020	Owned	Multiple Use Building - Office	171,651	148,400	None
A336	Sheriff - Wilshire Centre Building	3055 Wilshire Blvd Los Angeles 90010	Leased	Multiple Use Building - Office	7,755	7,115	None
A360	DPSS - Metro North AP/Calworks District Office	2601 Wilshire Blvd Los Angeles 90057	Leased	Multiple Use Building - Office	62,000	60,140	None

LACO	Name	Address	Ownership	Building Type	Gross Sq Ft	Net Sq Ft	Available Sq Ft
L360	DPSS - Metro North/CalWORKs District	2601 Wilshire Blvd Los Angeles 90057	Leased	Multiple Use Building - Office	501,000	40	None
X510	Parks & Rec - Le Sage Complex 2 Story Building	510 S Vermont Ave Los Angeles 90020	Owned	Multiple Use Building - Office	31,540	24,835	None
A424	DPSS - Equitable Plaza Building	3435 Wilshire Blvd Los Angeles 90010	Leased	Multiple Use Building - Office	65,871	62,577	None
A532	PH Health - Wilshire Metroplex Building	3530 Wilshire Blvd Los Angeles 90010	Leased	Multiple Use Building - Office	113,027	101,920	None
B922	DPSS - Wilshire Special District Office	2415 W 6th St. Los Angeles 90057	Leased	Multiple Use Building - Office	46,228	42,065	None
B695	PH - Immuniz&Envir Health/Mental Health	695 S Vermont Ave Los Angeles 90010	Leased	Multiple Use Building - Office	125,622	118,605	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease renewal: The proposed Lease Amendment No. 3 to extend the term an additional 18 months and authorize Tenant Improvement services by Lessor at County's costs for the Department of Children and Family Services (DCFS) – 501 Shatto Place, Los Angeles – 2nd District. The County has a cancellation right from any time after 3.5 years from the execution of this proposed lease amendment upon 90 days written notice.

- A. Establish Service Function Category Regional and local public service function.
- **B.** Determination of the Service Area The proposed Lease Amendment No. 3 will allow DCFS to continue to provide various administrative and service functions through its Executive and Administrative Services section.
- C. Apply Location Selection Criteria to Service Area Data
 - Need for proximity to service area and population: N/A
 - Need for proximity to existing County facilities: This location is within close proximity to administrative staff located at DCFS' Headquarter facility at 425 Shatto Place, Los Angeles.
 - Need for proximity to Los Angeles Civic Center: The subject facility is located within close proximity to the civic center and can easily be accessed by automobile and is serviced by public transportation.
 - Economic Development Potential: N/A
 - <u>Proximity to public transportation</u>: The location is adequately served by local transit services including bus service and the Metro line.
 - <u>Availability of affordable housing for County employees</u>: The surrounding area provides for affordable housing and rental opportunities.
 - Use of historic buildings: N/A
 - Availability and compatibility of existing <u>buildings</u>: N/A
 - Compatibility with local land use plans: Yes
 - Estimated acquisition/construction and ongoing operational costs: The initial maximum annual rent is \$752,868. The proposed Lease Amendment No. 3 will authorize a one-time expenditure of an amount up to \$390,000 for certain tenant improvement work to be performed by the Lessor and paid for by DCFS. This is a full service gross lease whereby the Lessor is responsible for operational and maintenance costs of the facility.
- D. Analyze results and identify location alternatives

N/A, no location alternatives immediately available.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost and other Location Selection Criteria

AMENDMENT NO. 3 TO LEASE NO. 73414 DEPARTMENT OF CHILDREN AND FAMILY SERVICES 501 SHATTO PLACE, LOS ANGELES

	This Amendment	No. 3 to Lease	No. 73414 (("Third Ar	nendment")	is enter	ed into as
of the	day of	, 2018 bet	ween S.C.P.	T. REAL	PROPERT	Y HOLD	ING INC.,
a Calif	fornia corporation	("Lessor"), and	COUNTY (OF LOS	ANGELES,	a body	corporate
and po	olitic ("Lessee").						

RECITALS

- A. Lessor and Lessee are parties to that certain Lease No. 73414 dated June 19, 2001, as amended by that certain Amendment No. 1 to Lease No. 73414 dated December 20, 2011, and by that certain Amendment No. 2 to Lease No. 73414 dated March 14, 2017 (as amended, the "Lease"), under which Lessee leases approximately 34,855 rentable square feet located at 501 Shatto Place, Los Angeles, California (the "Premises").
- B. The Lease commenced on January 15, 2002 and is scheduled to expire on July 11, 2022. Lessee currently has the right to cancel the Lease on 90 days prior written notice.
- C. Lessor and Lessee now wish to amend the Lease to provide for, among other matters, an extension of the Term, modification of Lessee's cancellation right, and Lessor's construction and completion of certain tenant improvements in the portion of the Premises added by Amendment No. 2, all upon and subject to each of the terms, conditions, and provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. Paragraph 2. **TERM**, of the Lease is hereby amended by adding the following to Paragraph 2:
 - "Pursuant to Lease Amendment No. 3, the extended term of the Lease ("Third Amendment Term") shall commence upon full execution of the Third Amendment ("Commencement Date") and terminate on January 11, 2024 (the "Termination Date"), subject to earlier termination by Lessee as provided herein. Lessor and Lessee acknowledge and agree that Lessee shall have no right or option to extend or otherwise renew the term of the Lease beyond the extension term. During the Third Amendment Term, Rental Adjustments will continue to occur annually in accordance with Section 19 of the Lease, as amended."
- 2. Paragraph 5. <u>CANCELLATION</u>, of the Lease is hereby amended by deleting Paragraph 5 in its entirety and substituting in its place the following:
 - "Lessee shall have the right to cancel this Lease at or any time forty-two (42) months after the commencement of the Third Amendment Term of the Lease, by giving

Lessor not less than ninety (90) days prior written notice executed by the Chief Executive Officer, or her designee, of Lessee. In the event Lessee exercises its option to cancel as set forth above, Lessee shall reimburse Lessor within ninety (90) days after such termination the unamortized balance of the cost to perform the Premises Work (as defined in Amendment No. 2) plus other costs and fees incurred by Lessor in connection with Amendment No. 2, in accordance with the schedule attached to Amendment No. 2 as Exhibit C."

3. Paragraph 32. **PREPARATION OF THE PREMISES**, of the Lease is hereby amended by adding the following to the end thereof:

"Within five (5) days of the date that Lessor is notified that the County of Los Angeles Board of Supervisors has approved this Third Amendment, Lessor shall cause its designated general contractor to commence the Tenant Improvements ("TI Work") as reflected on the scope of work attached hereto and incorporated herein as Attachment 1, which shall constitute the complete and final scope of work approved by the parties. Lessor shall select a general contractor to complete the TI Work in substantial accordance with the requirements set forth and described in the attached scope of work, using Building standard materials and finishes as reasonably determined by Landlord. Lessor will prepare any additional construction drawings required to obtain permits for the TI Work and will cause the contractor to obtain any permits required in connection with the TI Work, and will oversee any revisions required to any of the construction drawings or TI Work required by the applicable governmental entities in order to obtain permits or a sign off on the TI Work. In addition to all fees and costs of the general contractor for oversight of the TI Work, Lessee shall pay to Lessor a fee of five percent (5%) of the actual total TI costs to manage the project until completion.

Lessee shall reimburse Lessor the costs to design, permit and perform the TI Work but not to exceed the total sum of \$390,000. Lessee shall reimburse the Lessor within 30 days after receipt of an invoice from the Lessor that is accompanied by (i) copies of invoices from the contractor and suppliers that support the amount for which the Lessor seeks reimbursement, (ii) any other documentation reasonably requested by Lessee, and (iii) a copy of all lien releases from all contractors and suppliers. The above reimbursement documentation shall be sent to the Lessee as follows:

Department of Children and Family Services Finance and Administration 425 Shatto Place, Room 300 Los Angeles, CA 90020 Attention: Mr. Rogelio Tapia Tapiar@dcfs.lacounty.gov (213) 351-5624

With copy to:

County of Los Angeles Chief Executive Office/Real Estate Division 222 South Hill Street, Third Floor Los Angeles, CA 90012 Attention: Ms. Joyce Chang, Manager jchang@ceo.lacounty.gov (213) 974-3078 If Lessee fails to reimburse the Lessor within the time limit indicated above, Lessee shall pay to Lessor a one-time late charge fee of five percent (5%) of the total amount due. If total reimbursement has still not been made to Lessor within 10 days thereafter, an amount of 10% simple interest per annum shall accrue until the total reimbursement has been paid by Lessee."

4. Paragraph 15. **NOTICES**, of the Lease is amended to replace Lessor's address for notices under the Lease as follows:

"To Landlord: S.C.P.T. Real Property Holding Inc. c/o American Realty Advisors 515 South Flower Street, 49th Floor Los Angeles, California 90071 Attn: Stanley L. Iezman"

5. Paragraph 33. **ASBESTOS,** is added to the Lease as follows:

"Lessor has provided Lessee with notice that asbestos containing materials ("ACMs") have been found in the building at locations identified in such notice, substantially in accordance with Exhibit I attached hereto. Any ACMs identified as part of the TI Work will be remediated by Lessor as part of the TI Work. Lessor has established, and shall maintain during the Term, an ACM operations and maintenance program (the "ACM Operations and Maintenance Program") with respect to the existence of ACMs in the building within which the Premises are located. Tenant shall comply with all requirements of the ACM Notice and the ACM Operations and Maintenance Program. If Lessee undertakes any Alterations to the Premises as contemplated by Section 14 of the Lease, Lessee shall, in addition to complying with the requirements of Section 14. (a) prior to commencing any such Alterations, sample suspect ACMs in all areas potentially impacted by such Alterations, (b) deliver to Lessor a copy of all sampling results and a list and location map showing materials sampled, and (c) undertake any such Alterations in a manner that avoids disturbing any ACMs present in the building. If ACMs are likely to be disturbed in the course of such work, Lessee shall abate or remove the ACMs in accordance with a Lessor-approved asbestosremoval plan and otherwise in accordance with all applicable environmental laws. In addition, during the Term, Lessee shall comply with all disclosure, notification (with respect to its employees, contractors, subtenants and others) and other requirements relating to the existence of ACMs in or about the building or the Premises imposed on employers and tenants by applicable law, including without limitation the obligation to provide to its employees, contractors, subtenants and agents written notification of the presence of ACMs as required by California Health and Safety Code Sections 25915 et seq."

6. RATIFICATION AND CONFIRMATION OF LEASE. Except as modified herein, all other terms and conditions of the Lease remain in full force and effect. In the event the terms and conditions of this Third Amendment conflict with the terms of the Lease, then the terms and conditions of this Third Amendment shall prevail and control.

- 7. FULL FORCE AND EFFECT. Lessor and Lessee each represent and warrant to the other that the Lease is in full force and effect and has not been assigned, modified, supplemented or further amended in any way.
- 8. ENTIRE AGREEMENT. The Lease, as amended by this Third Amendment, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained in the Lease shall be of any force or effect. The Lease, as amended by this Third Amendment, may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Third Amendment has been executed the day and year first above set forth. S.C.P.T. REAL PROPERTY HOLDING, LESSOR: INC., a California corporation By: ______ Name: _____ Its: COUNTY OF LOS ANGELES LESSEE: a body corporate and politic SACHI A. HAMAI Chief Executive Officer By: David P. Howard Assistant Chief Executive Officer ATTEST: DEAN C. LOGAN Registrar-Recorder/County Clerk By:_ APPROVED AS TO FORM: MARY C. WICKHAM

County Counsel

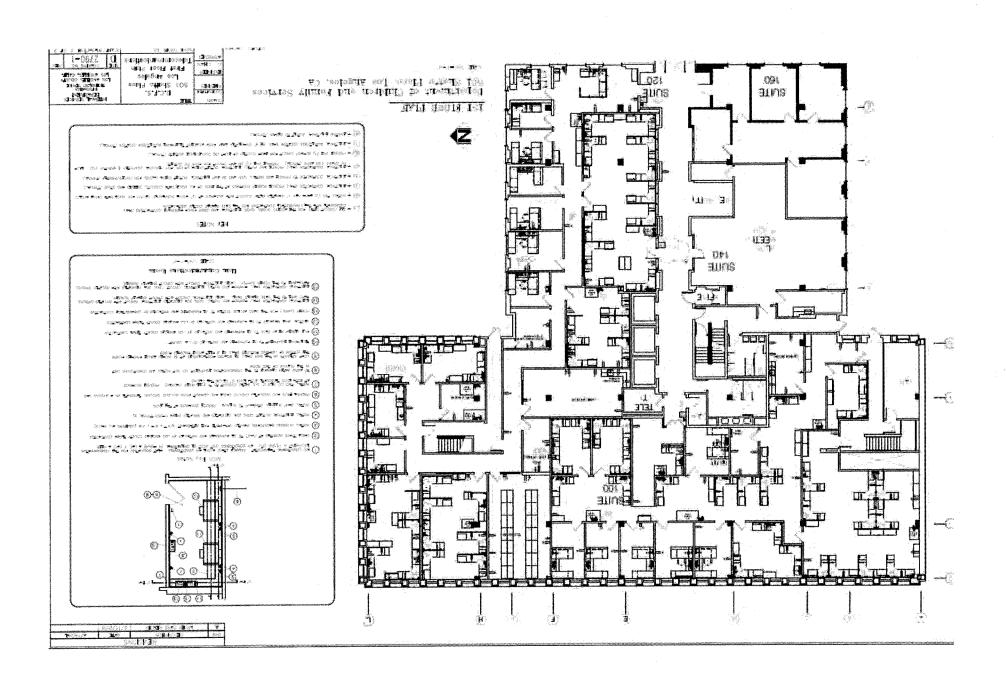
Deputy

By:_

ATTACHMENT 1

SCOPE OF WORK

- Provide electrical update work for Suite 100 and 120, per Drawing No. 2790-1, attached.
- Install new HVAC unit in the MCR room, per EMCOR Services-Mesa Energy Systems, Inc.'s proposal dated January 16, 2018 attached.
- Provide the conduits and other electrical work per Drawing No. 2790A, attached.
- Notwithstanding anything to the contrary, the telecommunications and card reader and phone/data system will be furnished and installed by Lessee at its sole cost and expense, and the conduit, door locking devices, and hinges will be furnished and installed as part of the TI Work.
- The card reader system and phone/data cable will be furnished and installed by Lessee at its sole cost and expense.
- Re-key all interior office door locks, per L.A. Lock and Safe Inc.'s proposal dated November 6, 2017 attached.
- Provide asbestos testing and remediation work, per the American Technologies, Inc. proposal dated March 20, 2018 and March 21, 2018, both attached.
- Repair and repaint any and all wall damage resulting from the TI work as necessary.
- Costs and fees for General contractor and construction manager oversight and coordination of work.



Payroll & Personnel Processing 501 Shatto Place, Los Angeles, CA Department of Children and Panily Services SHEEL INDEX/LETECON MOLES/LEGEND/DELYTES

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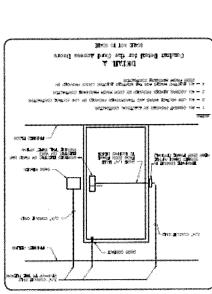
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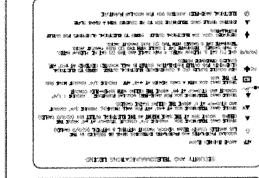
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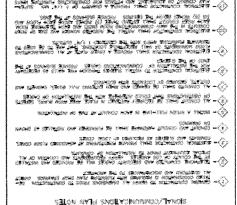
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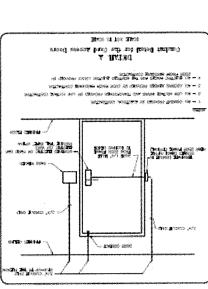
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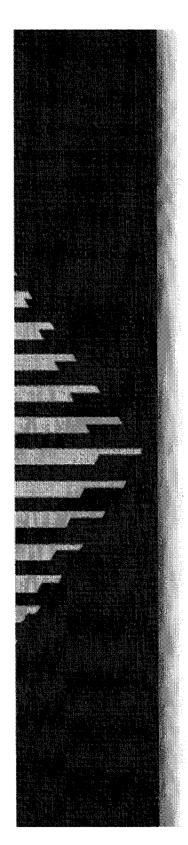
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EMCOR Services - Mesa Energy Systems, Inc.

Wall Mounted Mini Split Install

501 Shatto Place

Presented to:

Ms. Nancy Reyes Aastrom – Facility Agent
LA County Department of Children and Family Services
501 Shatto Place
Los Angeles, CA. 90020

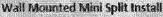
Prepared by:

Mr. Steve Kiernan – Senior Account Manager
EMCOR Services – Mesa Energy Systems, Inc.
Phone: 949-460-4639
E-mail: Steve_Kiernan@emcorgroup.com

1/16/2018 Proposal # 17-20418 CA license #: 611215

This proposal, scope of work, and pricing is valid for 30-days.

Confidentiality notice: This document and any attachments thereto, regardless of form or medium, may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only.





Proposal #: 17-20418 1/16/2018

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Introduction

We at Mesa Energy Systems, Inc. (an EMCOR Group company) would like to thank you for the opportunity to submit this proposal to install a wall mounted mini split. We believe that our proposed package would meet or exceed your maintenance, reliability, and energy savings goals.

For over 30-years, Mesa Energy Systems has provided its clients with high quality mechanical, commercial HVAC, building automation consulting and services, and energy solutions that address today's most compelling energy related issues. Headquartered in Irvine, California, we have 10 statewide offices to better serve the greater Los Angeles, San Diego, San Francisco, Sacramento, Bakersfield, San Jose, Pleasanton, and Fresno market areas. In addition, we've expanded outside California and now have offices in Reno, Las Vegas and Phoenix.

Our customer's increasingly complex needs have transformed Mesa Energy Systems from a traditional commercial HVAC service and retrofit company into a full-service Energy Solutions Company. Our goal is to help you achieve optimal building energy performance, utilizing improved building and mechanical maintenance, ongoing retro-commissioning, and favorable ROI energy retrofits.

Today, thanks to our customer partnerships and our commitment to our core values (Sense of urgency, Win-Win, Accountability, Passion, and Love), Mesa Energy Systems Inc. is Southern California's leading HVAC service and retrofit contractor.

We are extremely confident that we will deliver on every aspect detailed in the proposal.

Again, thank you for giving Mesa Energy Systems the opportunity to be of service. We look forward to the prospect of working with you and assisting you with your facilities' HVAC maintenance and upgrade needs. Feel free to reach out to us should you want to discuss anything further.

Sincerely, EMCOR Services / Mesa Energy Systems

Steve Kiernan

Steve Kiernan Senior Account Manager





Proposal Summary

We are pleased to provide you with this proposal to provide and install a wall mounted mini split to serve the MCR room.

Scope of Work

Below is the proposed scope of work:

- 1. Perform necessary engineering in order to obtain permits from the city
- 2. Produre necessary permits from the city
- 3. Work to be performed during normal business hours
- 4. Check in with engineering department prior to performing work
- 5. Gain access to the MCR room where the indoor unit will be hung as well as the File Room
- Provide and install one (1) new one ton wall mounted indoor unit M# PUZA12NHA7 to serve the
 MCR room
- 7. Properly support and anchor indoor unit to wall to ensure it is safely secured
- Provide and install a new line set above the T-bar ceiling from the wall mounted unit in the MCR room over to the File Room where the condensing unit will be placed outside
- 9. Core two new holes through a File Rooms wall out to the patio where the condensing unit will set
- Provide and install one (1) new one ton condensing unit M# PKAA12HA7 to sit on the house keeping pad in the patio outside of the File Room
- 11. Properly support and anchor new condensing unit to the house keeping pad
- 12. Run new electrical from the electrical room to the new split system (to be provided by others)
- 13. Run condensing line over next door to the Kitchen sink drain
- 14. Provide and install one (1) new wired remote controller M# PAR32MAAJ
- 15. Pressurize system with nitrogen to ensure no leaks are present
- 16. Evacuate system to <500 microns to ensure no moisture is present in the system
- 17. Charge system, start new mini split and ensure proper operation
- 18. Clean up any work related debris and remove from the jobsite

Exclusions: Electrical is exclusively excluded



Wall Mounted Mini Split Install Proposal #: 17-20418 1/16/2018 Page 4 of 7

Checked items below are included in this propos	al; non-che	cked items are excluded.	
Engineering, Permits & Bonds			:
Mechanical Engineering	X	Structural Engineering	×
Electrical Engineering	H	Plan Check Fees	X
Mechanical Permits	x	Electrical Permits	
Structural Permits		Street Closure Permits	
Performance Bond		Architectural Drawings	
Rigging and Specialty Rentals			
Rigging	×	Scissor Lift as Required	
Helicopter		Other:	F
Additional Services			
Comfort Air Balance		Certified Air Balance	T
Water Balance		Certified Water Balance	
Recover Refrigerant Per EPA Guideline		Dispose of old Equipment	7
Project to be Performed at the Below Listed Tin	nes		
vormal Business Hours (M-F 7 am to 5 pm)	х	Overtime (non-Normal Business Hours)	
Normal Hours and Overtime		Other:	
Specialty Trades			
Electrical		Abatement	
Framing of Curbs & Openings		Duct Cleaning	l
Re-roofing		Seismic Upgrades	
Insulation of New Ducting (As Required)		Insulation of New Piping (As Required)	
Coring	x	X-Ray Prior to Coring	L
Project Completion			
Start Up	х	Factory Start Up)
Operation & Maintenance Manuals	X	As Built Drawings	
Additional Components		7 (27)	
New Programmable Digital Thermostat	П	EMCOR Retains All Salvage Rights	T
Smoke Detectors in Supply Duct		Smoke Detectors Return Ducts	
Warranties			

Mesa Energy Systems, Inc. 2 Cromwell, Irvine, CA 92615 | Phone: 949.460.0460 | Fax: 949.460.0812



General Project Clarifications

Concealed Conditions

If concealed or unknown conditions of an unusual nature which affect the performance of the work are encountered below the roof line or above the ceiling or in an existing part of the building other than the work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for in this Agreement, notice by the observing party shall be given promptly to the other party, if possible before conditions are disturbed and in no event later than fourteen days after first observance of the conditions. The Contract Sum shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made within fourteen days after claimant becomes aware of the conditions.

Regulatory Changes

Mesa Energy Systems Inc. shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the execution of this Agreement.

Hazardous Materials

LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES hereby agrees to indemnify, defend and hold harmless Mesa Energy Systems, Inc. and its agents, employees, consultants and subcontractors from and against any claim, damage, allegation, suit, cause of action, cost, loss, expense or injury in connection with Hazardous Materials not introduced to the Project by the Indemnified Parties, including, without limitation, all costs of remediation, experts, consultants or other costs in connection with Hazardous Materials associated with the Project.

Unforeseen Conditions

LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES understands and agrees that Mesa Energy Systems, Inc. shall not be liable for added costs or time delays caused by unforeseen conditions at the Project, including, without limitation, unanticipated rerouting of existing piping, fire sprinklers or gas piping. In the event that the fire sprinklers, water, electrical conduit or gas piping are required to be relocated, Mesa shall not be responsible for such work. Mesa Energy Systems, Inc. or a subcontractor under the control and supervision of LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES shall perform such work.

NFPA 70E

Mesa technicians are trained to understand the specific hazards associated with electrical energy according to NFPA 70E, Standard for Electrical Safety in the Workplace. They are trained in safety-related work practices and procedural requirements as necessary to provide protection from the electrical hazards associated with their respective job or task assignments. Documented safe work practices include lockout/tagout and energy isolation. Category 2 personal protective equipment is issued for electrical hazards while working on voltages between 50 and 480 volts. Mesa's policy is to remove the energized electrical hazard by working on de-energized circuits and by using the written lockout/tagout policies and procedures when feasible.

Mesa Energy Systems, Inc. 2 Cromwell, Irvine, CA 92618 | Phone: 949.460.8612

EMCOR Services Mesa Energy Systems, Inc.

Wall Mounted Mini Split Install

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Terms and Conditions

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday shrough Friday.
- The guarantees and services provided under the scope of this agreement are conditioned upon LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES will provide and germit reasonable access to all areas where work is to be performed. Mesa Energy Systems, Inc. will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES in accordance with Mesa Energy Systems, Inc.'s currently established rates.
- E. The agreement closs not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. Mess Energy Systems, Inc. will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. Mesa Energy Systems, Inc. is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include regaining any damage resulting from improper/madequate water treatment or filter service not supplied by Mesa Energy Systems, Inc.
- This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs
 to equipment not performed by Mesa Energy Systems, Inc. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or
 refurbishing existing equipment.
- Mess Energy Systems, Inc. shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees so determined by the court for prosecuting and defending the claim, as the case may be.
- Mess Energy Systems, Inc. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in stransportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- Mr. Only Mess Energy Systems, Inc.'s personnel or agent are authorized to perform the work included in the scope of this agreement. Mess Energy Systems, Inc. may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by Mesa Energy Systems, Inc. In the event of additional freight, labor, or material costs resulting from a LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at Mesa Energy Systems, Inc.'s currently established rates.
- O. Mess Energy Systems, Inc.'s scope of work shall not include the identification, desection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Mesa Energy Systems, Inc. encounters such material in performing its work. Mesa Energy Systems, inc. will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, small or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be born by the sustomer as an extra to the construct price.
- R. The LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES agrees that in the event that there shall have been passed a federal and/or state law which shall compel Mesa Energy Systems, inc. to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the entent that the cost of such mandated contributions increase by Mesa Energy Systems, Inc.'s cost of performing this contract.
- 5. The LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES acknowledges and agrees that any purchase order issued by LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES's in accordance with this Agreement, is intended only to establish payment authority for LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES's incernal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the LA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES's purchase order will have any force or effect.



Wall Mounted Mini Split Install Proposal #: 17-20418 1/16/2018

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Project Cost	
The total cost for 1.5 ton split system on ST includin	g applicable taxes is: \$16,337 Initial
Pricing Breakdown: Labor: 42 hrs @ \$130/hr = \$5,460 Material = \$7,292 Truck Charge = \$ 85 Engineering/Permits = \$3,500	
This proposal, scope of work, and pricing is valid for	30-days from the date of this proposal.
Payment Terms	
30% Mobilization due net 30-days Remaining balance paid via progress billings due net Clarifications	t 30-days
If costs exceed the provisional amount then a change Agreement Execution This agreement defines the understanding of service	24 acceptance testing required to obtain City Permits. ge order will be required. ges between Mesa Energy Systems Inc. and LA County is agreement shall begin on Customer's Acceptance
Date, or upon receipt of a Letter of Intent.	
Customer Acceptance:	Mesa Energy Systems Inc:
Signature	Signature
Printed Name	Printed Name
Title Date	Title Date
	(y Systems, Inc. one: 949,460.0460 Fax: 949,460.8212

LA. LOCK AND SAFE INC

1803 Glendale Blvd Los Angeles, CA 90026 US lalockandsate@att.net



ESTIMATE

ADDRESS

SCPT Real Property Holding,

inc

SCPT Real Property Holding.

Inc.

501 Shatto Place Los Angeles CA. 90020 SHIP TO

SCPT Real Property Holding,

Inc.

501 Shatto Place

Los Angeles, CA. 90020

ESTIMATE # 1225 DATE 11/06/2017

ACTIVITY: 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ary	PATE	AMOUNT
Lever Lock Lever Lock × Passage × 626 × 2-3/4 (5 for #100 and 4 fi #120)	9	175.00	1,575.00T
Lever Lock Lever Lock x Entry x 626 x RU16 (For #100 and #120)	16	315.00	5,040.00T
Wrap Around Plate Wrap Around Plate x 4" x 2-3/4 x 1-3/4 x 626 (5 for #10 4 for #120)	25 0 and	35.00	875.00T
Glass Door Lock Glass Door Lock x A.R. x 613 with Lever handle trim (w need custom made plates to cover old holes, Use existin mortise cylinder) #100 entry glass door		350.00	350.00T
Keys made and stamped Keys made and stamped x RU16 (For #100 and #120)	73	5.00	365.001
Trip Charge and Labor Trip charge and labor to remove 9 Russwin Unit locks at install the above 9 passage lever locks with wrap around plates, Labor to remove 16 Russwin Unit locks and instawrap around plates to allow for installation pf 16 new Le locks. Labor to rekey and masterkey 29 new and existin locks for sultes #100 and #120.	t III 16 ver	2,020.00	2,020.00
For Suites #100 and #120	SUBTOTAL	Bi gythilli de erde ferniren e alla da anala e de andi la gistalissi d	10,225.00
A deposit of 6,000 will be required to place order, Please allow 2-3 weeks for delivery.	TAX (9%)		738.45
weens an amovey.	TOTAL	\$1	0,963.45

Accepted By

Accepted Date



CITADEL ENVIRONMENTAL SERVICES, INC.

essolve resolve stretejsen

March 20, 2018

Mr. Dean Christian Property Manager PM REALTY GROUP 200 South Los Robles Avenue, Suite 430 Pasadena, California 91101

le: CITADEL Proposal No. 0542.1024.P

Environmentally-Regulated Materials Consulting Services

ACM Sampling

Suites 100, 120, and 305 Electrical and HVAC Installation

501 Shatto Place

Los Angeles, California 90020

Dear Mr. Christian:

In response to your request, Citadel Environmental Services, Inc. (Citadel) is pleased to submit this proposal for providing Environmentally-Regulated Materials (ERM) consulting services at the above-referenced location. The scope of our services and proposed compensation are outlined on the following pages.

To accept this proposal, please execute and return one (1) copy of the attached signatory page and "Attachment A", accompanied by any other required contract documents. If you have any questions of require additional information, please telephone me at (661) 505-9865.

Sincerely,

CITADEL ENVIRONMENTAL SERVICES, INC.

Jack

Digitally signed by Jack

Samuels

Date: 2018.03.20

12:24:12 -07'00'

Samuels Jack Samuels

Associate Principal, Building Sciences

Enclosure:

1725 Victor, Equievand, Grendate, Collismo 91201 / P 818 248-2707 / F 818 249-2145 www.chadelers/suppressor



PM REALTY GROUP SURES TISK, 125, AND SISK SOT SHATTO PLACE LOS ANGELES CALIPORNIA MARCH 26, 2018

PROIECT DESCRIPTION

PM Realty Group (Client) has solicited Citadel Environmental Services, Inc. (Citadel) to prepare a proposal to conduct Limited Asbestos Containing Material (ACM) Sampling In Suites 100, 120, and 305 and limited areas of the 1# Floor Common Corridor and exterior stucco at the commercial building located at 501 Shatto Place In Los Angeles, California (Project Site). The sampling is associated with the installation of electrical service and a new HVAC unit in the suites.

TASK 1.0 LIMITED ASPESTOS CONTIANING MATERIAL SAMPLING

Below is a description of the ERM consulting services to be provided. In the event that Citadel encounters other significant and recognizable environmental/occupational hazards not included as part of the defined scope, Citadel will notify the Client.

The bulk sampling will be conducted by a California Department of Occupational Safety and Health (DOSH) Certified Site Surveillance Technician (CSST) working under the supervision of a California DOSH Certified Asbestos Consultant (CAC).

The scope of the bulk sampling will be limited to accessible asbestos-containing materials/asbestos-containing construction materials (ACMs/ACCMs) associated with the installation of electrical service and a new HVAC unit in Suites 100, 120 and 305 as indicated on the drawing prepared internal Services Department dates May 16, 2017.

Areas outside of Suites 100, 120, and 305 with the exception of the common 1# Floor Corridor and the exterior studge are excluded from the scope of work.

<u>Asbestos</u>

Citadel will conduct a walk-through of the Project Area, as specified by the Client, to visually identify suspect ACMs/ACCMs. Suspect materials will be categorized into homogeneous areas (HAs) (materials with the same appearance, fexture, and installation date).

Intrusive surveying techniques will be utilized where feasible in an attempt to access suspect materials that may be enclosed beneath existing floor, wall and ceiling finishes. It is possible that not all ACMs present will be identified due to the multitude of concealed spaces. Client acknowledges that intrusive surveying techniques may render the materials irreparable.

Bulk samples will be submitted to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for asbestos content analysis by polarized light microscopy for five (5) day turnaround time for analysis. The laboratory shall initially conduct Polarized Light Microscopy (PLM) to visually estimate the asbestos content of the bulk samples. Citadel shall direct the laboratories (upon the Client's approval), to conduct Point Count analysis of samples with analytical results reported as "Trace" or less than one percent (<1.0%) or as directed by the Client. Point count analysis shall be at additional expense.



PM REALTY GROUP SOURCE TO THE SOURCE SOURCE AND PLACE LOS ANGELES CAUPOINNA

TASK 2.0 ACM SURVEY REPORT

Citadel will compile an ACM Sampling Letter Report for the Suites 100, 102, and 305 project that summarizes personnel qualifications, sampling methodologies, analytical methodologies, analytical results (in tabular format), locations and quantities of ACMs/ACCMs (in tabular format), sample locations illustrated on Client-furnished drawings, and abatement methodology recommendations.

EXCEPTIONS AND CLARIFICATIONS

Citadel's proposal includes an estimated number of field survey hours and bulk samples. Should additional field survey hours or bulk samples be deemed necessary in order to adequately survey the structure, the Client will be notified. Citadel's scape of services and proposed compensation are based upon the survey area being completely accessible at the time of the survey.

Citadel cannot be responsible for locating, sampling, and quantifying hazardous materials that may be located within concealed spaces or below exterior finish grade/basement slab, etc., or are associated with live electrical equipment. Such materials would be accessible only after power is shut off to the buildings and above-grade demolition and partial below-grade demolition and excavation.

Citadel's scope of services does not include locating and quantifying hazardous materials not associated with the building structure or fixtures (i.e., solvents, paints, fuels, lubricants, maintenance and cleaning products, medical wastes and radiological materials, etc.), and other products associated with the current building use. Citadel assumes that these items will be removed by Client prior to demolition activities.

The survey is not intended to be a stand-alone design document for the solicitation of bids. The survey report should only be used for developing the scope of work, bid/contract document, and as a reference document.

CHACEL PROPOSAL NO. 6542 1634.7



HM REACT GROW SUITE TO TEC AND SE SUIT SHARTO HACE LOS ANGUES CAUPORIS

COMPENSATION

TASKS 1.0 AND 2.0 ASBESTOS SURVEY

ACCESS SOMEY

Asbestos Survey

\$1.509.00

ESTIMATED SUB-TOTAL - FIELD SUBVEY AND REPORT

\$1,529.00

Andlyficd Rees

Aspestos Polarizea Light Microscopy (PLM)

35¹ Samples at \$14,00/each (3-Day Turnaround Time)

\$490.00

ESTIMATED SUB-TOTAL - ANALYTICAL FEES

5490.00

ESTIMATED PROJECT TOTAL

52.019.00

¹ Note - Client will be invoiced for samples analyzed

CITALIES PROPOSAS NO PSAS 103A7



IN REALTY GROUP SUITEL 100, 120, AND 365 SUI SEATTO FLACE LOS ANDELES, CALIFORNIA MARCH 30, 3018

<u>AUTHORIZATION</u>

If this proposal is satisfactory, please complete the authorization statement below to indicate your approval of the scope of services and acceptance of our terms and conditions. A signed, completed copy of this proposal returned to us will serve as Citadel Environmental Services, Inc.'s formal authorization to proceed. This proposal and any attachments will constitute the contractual agreement between Citadel Environmental Services, Inc. and PM Realty Group.

agreement between Citadel Environment	the contract of the contract o	
CITADEL ENVIRONMENTAL SERVICES, INC. Degitally signed by Jack Jack Samuels Date: 2015:6320 12:24:39		
Jack Samuels Associate Principal, Building Sciences		
PM REALTY GROUP		
Citadel Environmental Services, Inc. is auth herein.	orized to proceed with the Scope of Serv	ices described
Authorizing Signature	Date	
Name		
Authorization Number		

0542.1024.P 501 Shatto Stes 100-105-305 Electrical ACM Proposal JS.docx



ATTACHMENT "A" - TERMS AND CONDITIONS

Payment

Client will pay Cliadel Environmental Services, Inc. (Cliadel) for services and expenses in accordance with this agreement (understood to be comprised of Cliadel Proposal 0542-1024.P, dated March 20, 2018, and these attached terms) upon receipt of written invoice from Cliadel for such services and expenses. Each invoice is payable and due upon presentation to the Client. Invoices are past due after 30 calendar days or receipt by Client of such invoices. Past due amounts are subject to a charge on the outstanding basines of eighteen percent (1916) per annum or the maximum amount permissible by law. Client agrees to pay Cliadel's reasonable attorney's flees and all other reasonable costs associated with the collection of outstanding flees. The Client's obligation to pay for the services contracted for is in no way dependent upon the Client's ability to obtain financing, payment from trind parties, approval of governmental or regulatory agencies, or upon the Client's successful conclusions understand to the Client's all retain obligated to pay Cliadel for the contracted services even though testing results and/or the report may contain conclusions understanded to the Client's interests.

Standard of Care, Warranty Disclaimer

Clipdel represents that it will perform services for Client using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services in such industry under similar conditions, timelaume, conditions, and in the same locality as the site(s).

The Client acknowledges that Citadel has neither created not contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site, and Catade's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to, conformation by, or the presence of such substances or conditions. Accordingly, the Client waives any claim against and agrees to indemnity and save Citadel, its agents, and employees harmless to the extent allowed by law from any claim, stability or defense cost, including but not limited to reasonable attorney feets and other incidental costs for injury or loss sustained by any party, including the United States Government, from such exposures or from the presence of any such substance or condition at a site, allegedy arising out of or related to Clade's performance of sections hereunder jother than as a result of the negligence or willto inisconduct of Cliadel, its agents, or subcontractors, each a Clade's Party (collective) "Chadel Parties".

In the performance of the scope of services indicated hereunder, Charlet will take reasonable precautions to avoid damaging buried structures and utilities. Obtated will offer Client the opportunity to approve all sites for subsurface investigation analyze excavation in the field. Client assumes all liability for claims allegedly arising out of manage to buried structures and utilities of which Client did not promptly notify Cliadel, which were not properly located on plans for the first buried where not properly located on plans of the size by or on behalf of Client to identify such structures and utilities.

insofar as jobsite safety is concerned, Citadel is responsible solely for Citadel Parties' activities on the jobsite, but this shall not be construed to refere Client or any independent construction contractors from their responsibilities for maintaining a safe jobsite. Neither professional activities of Citadel, nor the presence of Citadel Parties, shall be construed to imply Citadel has any responsibility for methods of work performance, supervision, sequencing of construction, or safety in, on or about the lossific for first parties.

Client agrees to provide Citadel Parties' the right to enter from time to time property carried by Client in order for Citadel to fulfill the scope of services indicated bereunder. Client agrees that any part or parcel of property to which Citadel is not provided access or is concented, including, but not limited to, wall cavities/crosses, celling plenums, below floor finishes, crawlspaces, below grade, beneath existing structures, or behind electrical panels not be subject to claim by Client against Citadel under the Agreement. Client further understands and agrees that Citadel shall not be responsible to pay any costs incurred by Client to correct any damage to the Client's property caused by Citadel's equipment except to the extent such damage was caused by negligence or willful misconduct of Citadel Parties.

Citadel is solely responsible for the performance of this Agreement and none of its directors, officers, employees or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence, except for acts of gross negligence, intentional torts, or within misconduct.

Citagel shall comply with all Federal, State, and local statutes, codes, laws, and administrative regulations for the services described in this Agreement.

Limitations of Method Reliability

The Client recognizes and agrees that all testing and remediation methods have reliability limitations and that no method nor number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized. The Client further acknowledges and agrees that neliability of testing or remediation varies according to the sampling frequency and other service variables selected by the Client and that that the services that it has knowledgeably accepted these limitations and that Crades shall be considered to be at fault, but not liable only to the extent that the services selected by the Client are performed negligently or by withit misconduct.

Client recognizes that Chadel uses the "best available technology" and commonly accepted industry standards, practices and procedures in the performance of its responsibilities to Client.

Limitation

Client agrees that Citadel with not be held liable for future changes in industry standards, practices and procedures, nor for revelations or changes in technology. In no event shall Citadel be liable for latent or hidden conditions not directly observed by Citadel. The liability of Citadel and that of its Directors, Employees, Shareholders, Agents and Subcontractors to Client or any finite-party for any losses, whether in contract or fort (including negligence and strict liability) shall not exceed an aggregate of \$25,000.00. In no event shall Citadel be liable to client for any exemplary, punitive, indirect, incidental, special or consequential damages arising from or in any way connected with its performance or failure to perform under the agreement.

Claims

Client agrees to pay Citadet's costs (including attorney's fees) of defending itself against any claims Client or any third party makes against Citadel related to the services performed pursuant to this Agreement that are not adjudicated to be valid.

Indennit

In performing its services under this Agreement, Citadel shall be deemed to be acting as an independent contractor, and only to the extent and specific purposes set, forth in this Agreement. Nothing herein shall, at any time, be construed as to create a relationship of employee, partnership, principal and algent, or joint venture partner, between Client and Citadel shall indemnify, detend, and hold narmess Client, its agents, and employees from and against any and all claims, costs, expenses, and liabilities of any kind or nature whatsoever (including attorney's fees and defense costs) brising from or in connection with Citadel Parties' negligence or without misconduct with performance of services or breach of warranty under this Agreement, other than those arising from the sole negligence or willful misconduct of Client, its agents, or employees.

removables to describe the separation or employees. The provisions of this agreement and completion of termination of the services under the agreement.

Initials



March 21, 2018

ATI Quote #: AR3-11-05366

Attention: Mr. Dean Christian RPA, FMA Project Manager – PMRG PM Realty Group 200 South Los Robles Ave., Suite 430 Pasadena, CA 91101

Regarding:

501 Shatto Place – ACM Drywall Wall Project Suite 100 & 120 – Office Areas 510 Shatto Place, Los Angeles, CA 90020 Proposal and Price Quotation – 1st Floor & 3rd Floor Level

Ms. Crystal Ortega;

Pursuant to a request for quotation made by Mr. Dean Christian w/ PMRG PM Realty Group, American Technologies, Inc. (ATI) is pleased to submit this proposal to perform the asbestos abatement of drywall wall removal cut outs and cleanup / HEPA of areas approx. 98 sq. ft. and final detail cleanup with disposal. ATI proposes to furnish all labor, material and equipment to perform the following scope of work in a good workmanlike and substantial manner, and within industry standards in lieu of a published specification.

SCOPE OF WORK

It is our understanding that the work will be inclusive of the following:

- A. Mobilize the site, set up work areas.
- B. Contain the work area utilizing engineering controls designed for the removal of asbestos materials. This will be inclusive of the install of poly sheeting on walls and surrounding areas. Air filtration will be established and a modified HEPA vacuum. Unit constructed at the entry to the space.
- C. Suite 100 & 120 Offices: Abate and remove asbestos drywall walls cut outs for new outlets, plugs, etc. as requested at multiple locations approx. 98 sq. ft. and HEPA vacuuming of the work areas per drawings from 1st & 3rd floor areas within the office area. Final detail all areas of concern. Encapsulate work areas as soon as visual inspection has passed and disposal of all waste at end of project.

TOTAL LUMP SUM PRICING

Our price to complete abatement work as detailed above and clarified below is \$1,250.00 per day. Estimated two days for the abatement work - \$2,500.00



All-Inclusive Pricing: If the work goes beyond what is listed above, or re-cleaning is required we would perform this with our all-inclusive rate. Our All-Inclusive price below includes the cost of all labor, PPE, equipment, materials, transportation, and disposal of waste.

Straight Time Pricing (ST): Our straight time pricing includes working Monday through Friday, 8 hours per shift, excluding Legal Holidays. Night work, Monday through Friday is considered straight time hours: \$75.00 per/hour per/worker

Overtime Pricing (OT): Our overtime pricing includes working Saturday, Sunday, or any time after an 8 hour shift, excluding Legal Holidays: \$ 90.00 per/hour per/worker

SCHEDULE:

To complete the work detailed above will require two (2) working day2 based upon a Monday through Friday. This excludes any time required for sampling, analysis, etc.

CONDITIONS & CLARIFICATIONS

- Work area(s) shall be vacated of all other trades for the duration of our work. Any costs/expenses
 recognized by ATI due to damages incurred by other trades attempting to access the work area shall
 be borne by the Owner or general contractor.
- ATI shall not be obligated to indemnify the property owner against any loss, claims, or suits (including costs and attorney's fees) for injuries to or death of persons, or damage to, or destruction of any property belonging to either the owner or others.
- 3. Pricing has been based upon a single mobilization.
- 4. We have assumed that adequate power and water will be available for our use, as well as, access to restrooms and wash stations. We have not included provisions for bring in temporary power and water to support our efforts.
- 5. Work to be performed with Non-Union labor paid at Non-Prevailing Wage Rates.
- Payment is due net 30 from receipt of invoice. Interest shall be charged at prime for all time over the 30 days payment is not received.
- 7. This proposal is valid for 60 days.
- This proposal and all of its clarifications, qualifications, and exclusions shall be attached as an exhibit to any contract agreement between the parties and shall supersede all other documents.
- 9. The prevailing party in any action to recover monies due under this contract (or any invoice, change order, or demand for payment for extra work issued between the parties to this contract proposal or to recover for the reasonable value of the labor and materials supplied to the work of improvement described in the contract) shall be entitled to recover its actual attorney's fees and other expenses of litigation as costs of suit.



EXCLUSIONS

- 1. Fees for permits other than those stated above.
- 2. Removal/handling of hazardous wastes (i.e., mold, lead, etc.)
- 3. Site security.
- 4. Third Party Clearances.
- 5. Patch and/repairs.
- 6. Work on holidays, weekends or overtime7. Replacement of any removed materials upon the completion of our abatement.
- 8. Performance and payment bonds.
- 9. Minor damages to surfaces caused by installation of containment materials or in the performance of removal procedures. Provisions should be included for the repairs of said damages upon the completion of our work.
- 10. Unforeseen of concealed conditions.

ATI hopes this proposal is concise and direct. We are looking forward to providing quality service to PMRG PM Realty Group, on this and future projects. If you have any questions, please do not hesitate to contact me at (800) 400-9353 @ ext.1119 or by cell at (714) 231-0446.

Sincerely,

American Technologies, Inc.

Edia Hannander

Eddie Hernandez

Project Director / Estimator

EXHIBIT I

ASBESTOS DISCLOSURE

PM REALTY GROUP

ASBESTOS NOTIFICATION TO TENANTS, OUTSIDE CONTRACTORS, VENDORS AND LICENSEES

TO:	DATE: February 1, 2018	

PM REALTY GROUP, L.P. ("PMRG") is the manager of the property commonly known as 501 Shatto Place, Los Angeles, California (the "Building") on behalf of S.C.P.T. Real Property Holdings, Inc. ("Owner"). While PMRG is not aware of any exposure risks to friable asbestos in the Building, it is PMRG's policy to provide written notice to Building tenants, contractors, vendors, and licensees of any known asbestos-containing materials, as defined by state and federal law ("ACM"); present in the Building. Accordingly, PMRG is providing this notice that the Building is known to have ACM in certain locations, as identified in Exhibit "A" attached hereto. Please review this notice carefully, as state law may require that each tenant, contractor, vendor, and licensee transmit the information contained in this notice to their employees, subcontractors, and subtenants. (See "FORM OF ASBESTOS NOTIFICATION TO EMPLOYEES AND OTHERS", Attachment "B" hereto.)

ACMs are often found in buildings constructed prior to the late 1970's, and were commonly used, for example, as spray-applied fireproofing on structural steel beams, in some floor tiles/sheeting and mastic adhesives, spray-applied "popcorn ceilings", sheetrock/joint compound, roofing materials, and in canvas-encased pipe and elbow insulation. So long as the ACM remains intact, asbestos does not pose a health hazard.

Any tenant alterations or other work at the Building could disturb ACMs or presumed ACM ("PACM") and might potentially release asbestos fibers into the air. Because any such disturbance of ACM or PACM may present a health risk, any tenant alteration or other work that might cause such a disturbance must be done by a licensed asbestos abatement contractor or other trained personnel with the proper equipment. No employee of PMRG or any tenant, or any of their contractors, subcontractors, agents or other unauthorized persons should undertake any such alterations or other work, including not only major alterations but also such activities as moving, drilling or boring holes, installing electrical, telecommunications or other computer lines, sanding floors, removing ceiling tiles or other work which might disturb ACM or PACM.

Prior to performing any maintenance, construction, or remodeling work in the Building, all tenants, employees and contractors must first report to the PMRG Management Office and obtain their prior approval. PACM refers to any suspect asbestos-containing material that has not been sampled and proven not to be ACM. In connection with the foregoing, PMRG has adopted the following policies (which shall be considered rules under tenant leases):

- (1) the owner, and representatives of the owner, including, without limitation, the owner's environmental consultant, are entitled upon reasonable prior notice, except in emergencies, to enter into the premises of any tenant to inspect for ACM, perform air tests and abatement; and
- (2) any tenant, contractor, or other party must obtain our prior written approval before performing any alterations on any tenant space, or performing any other work at the Building that might disturb ACM or PACM or involve exposure to asbestos fibers as described above.

Based on site assessments, ACM has been identified at the Building as shown in Attachment "A" hereto. Only select areas of the Building were surveyed for asbestos-containing materials. As such, additional ACMs may be present in the Building, and should be presumed to be asbestos-containing until sampled and proven otherwise, even though there are no records to indicate the confirmed presence of ACM in areas other than those identified and listed below. You may also contact the PMRG representative designated below for more detailed information.

As new asbestos safety information becomes available, PMRG will continue to review and update its policies and procedures as needed, and will keep you apprised of any material changes. We appreciate your cooperation in this matter, and should you require any further information or if you have any questions, please do not hesitate to contact:

Crystal Ortega, Property Manager
PM Realty Group

Attachment A

to

ASBESTOS NOTIFICATION TO TENANTS, OUTSIDE CONTRACTORS, VENDORS AND LICENSEES

The Property commonly known as 501 SHATTO PLACE, Los Angeles, California has an Asbestos Operations & Maintenance Program Plan that identifies locations of known or presumed Asbestos-Containing Materials ("ACM") and specifies that work practices be in accordance with applicable current state and federal regulations. Any additional suspect ACMs uncovered during operations, maintenance, renovation, and/or demolition activities that were not previously sampled should be treated as an ACM until laboratory analysis proves otherwise.

The table below provides a summary of ACM know to be in the Building:

Asbestos-Containing Materials Types and General Locations As of January 2018

- Drywall and Joint Compound Suites 301, 303 and 306; 3rd Floor
- Drywall and Joint Compound Suite 200 South Wall; 2nd Floor
- Joint Compound Rooms 352A, 353, 354 and Server Room; 3rd Floor
- Joint Compound Waiting Room Area; 3rd Floor

Attachment B

to.

ASBESTOS NOTIFICATION TO TENANTS, OUTSIDE CONTRACTORS, VENDORS AND LICENSEES

FORM OF ASBESTOS NOTIFICATION TO EMPLOYEES AND OTHERS1

This communication is to provide you notice of the presence of asbestos-containing materials/asbestos-containing construction materials (ACMs/ACCMs) and Presumed ACM in the building commonly known as 501 Shatto Place, Los Angeles, California (the "Building").

Prior to 1979, asbestos was used extensively throughout the United States in a wide variety of buildings and building products such as insulation on piping and ductwork, wall and ceiling materials (e.g., sheetrock and plaster), surfacing materials on walls (e.g., textures) and ceilings (e.g., "popcorn"), flooring materials (e.g., tiles/vinyl sheet flooring and mastics and glues), roofing materials, and in structural support materials (e.g., fireproofing).

The Building was constructed prior to 1979. As of January 2018, ACM is known to be present in the Building at the following locations:

- Drywall and Joint Compound Suites 301, 303 and 306; 3rd Floor
- Drywall and Joint Compound Suite 200 South Wall; 2nd Floor
- Joint Compound Rooms 352A, 353, 354 and Server Room; 3rd Floor
- Joint Compound Waiting Room Area; 3rd Floor

Only select areas of the Building were surveyed for ACM. As such, additional ACMs may be present in the building. Even though there are no records to indicate the presence of ACM in areas other than those identified above, other areas should be presumed to be ACM until sampled and shown not be ACM.

While the presence of undisturbed asbestos in a building is not generally regarded as hazardous to persons and animals, ACMs/ACCMs can become hazardous to persons and animals if disturbed in a manner that might allow asbestos fibers become airborne. Accordingly, any materials that contain or are suspected to contain ACMs/ACCMs should not be modified, altered or disturbed in any way by anyone other than approved and trained personnel.

Moving, drilling, cutting, sanding, abrading, or otherwise disturbing such materials (such as during remodeling, renovation or demolition) may pose a health risk and should not be attempted by untrained or unlicensed personnel. Such activities should only be done in accordance with the Building Asbestos Operations & Maintenance Program Plan and all applicable health and safety standards, laws, rules, regulations and requirements. Only professionals licensed and qualified to

¹ This is only a general form of notification to employees, and it should be reviewed and amended, as appropriate, with advice from your own legal counsel to ensure compliance with applicable law and regulations.

handle, remove, abate and dispose of ACMs/ACCMs should handle such materials. Prior to engaging in any such activities, employees should notify Crystal Ortega (telephone: (626) 683-9398), the designated representative of the property manager, PM Realty Group, for guidance in determining the appropriate methods for maintenance, handling, removal, or disposal of known or suspect ACMs/ACCMs.

Employees may also contact Crystal Ortega to view asbestos survey reports and bulk sampling data, as well as any asbestos abatement documentation and air monitoring results performed during the course of asbestos abatement work. At this time, reports, bulk sampling results, and test results include the following:

- L.A. Testing, Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy, Project: 0542-1002-0, dated October 23, 2014.
- "CITADEL Project No. 0542.1007.0, Limited Asbestos and Lead Survey Report (3rd Floor Men's/Women's Bathroom Renovation), 501 Shatto Place, Los Angeles, California 90020" Dated May 14, 2015.
- "CITADEL Project No. 0542.1012.0, Limited Asbestos Bulk Sampling Letter Report, Reconfiguration of Suites 301, 303, and 306, 501 Shafto Place, Los Angeles, California 90020" Dated 6/24/15.
- "CITADEL Project No. 0542.1013.0, Limited Asbestos and PCB Bulk Sampling Letter Report, Ground Floor Exterior, 501 Shatto Place, Los Angeles, California 90020" Dated 9/1/15
- "CITADEL Project No. 0542.1014.0, Limited Asbestos Bulk Sampling Letter Report, Suite 200, 501 Shatto Place, Los Angeles, California 90020" Dated 9/28/15.
- "CITADEL Project No. 0018.1030.0, Limited Asbestos Bulk Sampling Letter Report, 3rd Floor DCFS Suite, 501 Shatto Place, Los Angeles, California 90020" Dated 4/21/16.
- "CITADEL Project No. 0542.1011.0, Limited Asbestos Bulk Sampling Letter Report Emergency Lighting Retrofit Project 501 Shatto Place, Los Angeles, California 90020" Dated 6/16/15
- "CITADEL Project No. 0542.1013.0, Limited Asbestos Bulk Sampling Letter Report 5th Floor Mail Room, 501 Shafto Place, Los Angeles, California 90020" Dated 8/24/15.
- "CITADEL Project No. 0542.1013.0, Limited Asbestos Bulk Sampling Letter Report Parking Garage Damaged Pipe Insulation 501 Shatto Place, Los Angeles, California 90020" Dated 8/24/15.
- "CITADEL Project No. 0542.1015.0, Limited Asbestos Bulk Sampling Letter Report Suite 411, 501 Shatto Place, Los Angeles, California 90020" Dated 12/3/15.
- "CITADEL Project No. 0542.1004.0 Asbestos Operations & Maintenance Program 501 Shatto Place Los Angeles, California 90020" Date 12/22/2014.
- "CITADEL Project No. 0572.1008.0 Limited Asbestos Bulk Sampling Summary Report 501
 Shatto Place Executive Kitchen Los Angeles, California 90020" Date 2/24/2015.

- "CITADEL Project No. 0572.1001.0 Limited Asbestos Bulk Sampling Summary Letter 501 Shatto Place 5th Floor, Reception Los Angeles, California 90020" Dated 12/16/2013.
- "CITADEL Project No. 0542.1003.0, Asbestos Abatement Project Surveillance and Air Monitoring Report, 501 Shatto Place, Los Angeles, California 90020" Dated December 8, 2014.
- "CITADEL Project No. 0542.1009.0, Asbestos/Lead Abatement Project Surveillance and Air Monitoring Report, 3rd Floor Restroom Renovation Project, 501 Shatto Place, Los Angeles, California 90020" Dated May 28, 2015
- "CITADEL Project No. 0542.1020.0, Limited Asbestos Bulk Sampling Letter Report, Pull Station Project, 501 Shatto Place, Los Angeles, California 90020" Dated December 29, 2016
- "CITADEL Project No. 0542.1021.0, Limited Asbestos Bulk Sampling Letter Report, Electrical Key Lock Project, 501 Shatto Place, Los Angeles, California 90020" Dated March 28, 2017